

When recorded, return to:
BRIDGEVIEW MARINA INC
PO BOX 10400
RENO, NV 98510-0400



WASHINGTON STATE DEPARTMENT OF
Natural Resources
Peter Goldmark - Commissioner of Public Lands

AQUATIC LANDS AGREEMENT AMENDMENT

Lease No. 22-A02332

Grantor: Washington State Department of Natural Resources
Grantee(s): Bridgeview Marina Inc.
Legal Description: Section 11, Township 24 North, Range 1 East, W.M.
Assessor's Property Tax Parcel or Account Number: 8054-000-000-0008
Assessor's Property Tax Parcel or Account Number for Upland parcel used in conjunction with this
Lease: 3711-000-010-0002

THIS LEASE AMENDMENT is made by and between the STATE OF WASHINGTON, acting through the Department of Natural Resources ("State"), and BRIDGVIEW MARINA INC., a *Washington Corporation* (Tenant).

BACKGROUND

Lease No. **22-A02332** was entered into on the *1st* day of **November, 2004**, by and between **SEVEN J'S INVESTMENT LIMITED PARTNERSHIP** as Tenant and the STATE OF WASHINGTON, acting by and through the Department of Natural Resources, as landlord ("State"), and recorded with the **Kitsap** County Auditor's office under recording number **200503300178** (the "Agreement").

The Agreement was previously amended by involuntary assignment respectively dated May 28, 2014. Copies of the involuntary assignment are attached as Exhibit 1. Tenant now possesses the rights, duties, and liabilities under the Agreement as amended.

The parties now desire to amend this Agreement under the following terms and conditions:

THEREFORE, the parties agree as follows:

SECTION 1 AMENDMENTS

Sections of the Lease are amended to read as specified in Exhibit 2 attached hereto.

SECTION 2 EFFECTIVE DATE

The amended provisions shall become effective as of month, day, year

SECTION 3 NO RELEASE

State is not releasing any previous Assignor from fully performing the provisions of the Agreement in effect at the time of such assignment or as otherwise agreed in writing between the State, previous Assignor, and the Grantee.

SECTION 4 WARRANTIES

Tenant represents and warrants to State that (i) the Agreement is in full force and effect; (ii) Tenant is not in default or breach of the Agreement; (iii) Tenant has no knowledge of any claims, offsets, or defenses of the Tenant under the Agreement; and (iv) to the best of Tenant knowledge, the Property is in full compliance with all applicable federal, state, and local governmental permits, rules, ordinances, and laws.

SECTION 5 CONFIRMATION OF AGREEMENT

All other terms of the Agreement not inconsistent with this Amendment are hereby affirmed and ratified.

SECTION 6 RECORDATION

At Tenant's expense and no later than thirty (30) days after receiving the fully-executed Agreement, Tenant shall record this Agreement in the county in which the Property is located. Tenant shall include the parcel number of the upland property used in conjunction with the Property, if any. Tenant shall provide State with recording information, including the date of recordation and file number. If Tenant fails to record this Agreement, State may record it and Tenant shall pay the costs of recording upon State's demand.

THIS AGREEMENT requires the signature of all parties and is executed as of the date of the last signature below.

BRIDGEVIEW MARINA INC.

Dated: _____, 20____

By: JEREMY MCNEIL

Title: President

Address: PO Box 10400

Reno, NV 98510-0400

Phone:

STATE OF WASHINGTON

DEPARTMENT OF NATURAL RESOURCES

Dated: _____, 20__

By: PETER GOLDMARK

Title: Commissioner of Public Lands

Address: 950 Farman Avenue North

Enumclaw, WA 98022-9282

Approved as to Form this
This 28 day of September 2011
Janis Snoey, Assistant Attorney General

REPRESENTATIVE ACKNOWLEDGMENT

STATE OF _____)
) ss.
COUNTY OF _____)

I certify that I know or have satisfactory evidence that **JEREMY McNEIL** is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the PRESIDENT of BRIDGEVIEW MARINA INC. to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____

(Signature)

(Print Name)

Notary Public in and for the State of Washington, residing
at _____

My appointment expires _____

STATE ACKNOWLEDGMENT

STATE OF WASHINGTON)
County of) ss

I certify that I know or have satisfactory evidence that PETER GOLDMARK is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Commissioner of Public Lands, and ex officio administrator of the Department of Natural Resources of the State of Washington to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____

(Signature)

(Print Name)

Notary Public in and for the State of Washington, residing
at

My appointment expires _____